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Collective Bargaining Agreements

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Cincinnati, Ohio Board of Education and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, Locals 232, 1938 (1977)

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Cincinnati, Ohio Board of Education and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, Locals 232, 1938 (1977)

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AGREEMENT

by and between the

BOARD OF EDUCATION, CINCINNATI, OHIO

and

LOCALS 232 and 1938, OHIO COUNCIL 8, AFSCME, AFL-CIO

X-6/80

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AGREEMENT

by and between the

BOARD OF EDUCATION, CINCINNATI, OHIO

and

LOCALS 232 and 1938, OHIO COUNCIL 8, AFSCME, AFL-CIO

ARTICLE I - PURPOSE

This Agreement is made between the Board of Education, Cincinnati, Ohio, hereinafter referred to as the "Board", and Locals 232 and 1938, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The male pronoun adjective, where used herein, also refers to the female, unless otherwise indicated. The term employee or employees, where used herein, refers to all employees in the Bargaining Unit as provided herein.

It is the intent and purpose of this Agreement to provide a fair and reasonable method of enabling employees to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties subject to the applicable laws of the United States, the State of Ohio, the Ohio Revised Code and the Board of Education, Cincinnati, Ohio.

ARTICLE II - RECOGNITION

A. Locals 232 and 1938, Ohio Council 8, AFSCME, AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for all employees of the Cincinnati Board of Education as defined in Appendix I, in all matters of establishing salaries, rates of pay,

wages, hours of work, adjustment of grievances and other conditions of employment.

B. Should a classification be added to an existing job group, for example, if a Custodian IV were added to the job group of Custodians, such a classification shall be added to Appendix I.

C. The Board shall not recognize for purposes of collective bargaining any other organization which seeks the right to represent the members of the bargaining unit, nor shall the Board create, dominate or make concessions to any such organization.

ARTICLE III - NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, creed, age (18 - 65) or national origin.

B. The Board agrees not to interfere with the rights of its employees, as defined in Appendix I, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Board or any of its agents, against any employee because of Union membership or because of his acting as an officer in any other lawful activity on behalf of the Union.

ARTICLE IV - UNION SECURITY

A. The Board, for such employees who are members of the Union, and who sign individual check-off dues authorizations furnished the Board for such purpose, shall deduct from the pay each month the Union dues and promptly remit the same to the Union. If an

employee desires to revoke his/her dues checkoff authorization, written notice shall be given to the Board in the following manner. The employee shall obtain the "Local Union Record of Membership by Payroll Deduction" card which the employee previously filled out (or the local Union record used prior to the card currently used) from the Local Union's office, write on the back of the card the phrase "revoke my authorization" and sign and date such revocation. The completed card may then be turned in by the employee to the office of the Treasurer of the Board. Under no circumstances shall the Union deny the right of any employee to revoke authorization of payroll deduction of union dues.

B. The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this Article.

The dues check-off authorization card and local Union record of membership by payroll deduction are attached as an appendix to this Agreement. The provisions of this Article shall comply with Section 9.41 of the Ohio Revised Code.

C. Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business.

The Union is permitted one Steward per local in each building, and shall furnish their names to the Board at the time of their identification as Union Stewards. Stewards shall be given reasonable time to investigate and process grievances without loss of pay, within their respective buildings, however, no Steward shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his supervisor.

ARTICLE V - WAGES, SUPPLEMENTARY BENEFITS AND WORKING CONDITIONS

The wages, benefits, and working conditions for employees covered by this Agreement shall be in accordance with resolutions passed by the Board. There shall be no recommendations for changes in wages, benefits, and working conditions affecting such employees as contained in this agreement without prior negotiations and agreement with the Union. The wage schedules agreed upon are those in Appendix II.

ARTICLE VI - MANAGEMENT RIGHTS

The Union recognizes the Board of Education's exclusive rights to manage the operation of the school system regarding: direction of the working forces; the right to evaluate; the right to hire, promote and transfer employees of its own selection; the right to determine the assignment of work including reasonable overtime; and assignment of working hours as needed; the right to require employees to observe the rules and regulations

of the Board; the right to discipline, transfer, promote, demote, suspend and discharge employees for just cause. These rights are vested exclusively in the Board of Education or its representative, except to the extent expressly modified by the specific provisions of this Agreement. The foregoing enumeration of management's rights shall not be deemed to exclude other rights not specifically set forth, and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

ARTICLE VII - BULLETIN BOARDS

The Board shall provide the Union with a bulletin board or space at each school or building.

A. No notice or other writing may contain anything political or critical of the Board, any other institution or any employee or other person.

B. All notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or an official representative of AFSCME Ohio Council 8.

ARTICLE VIII - NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at a time which will

interrupt or interfere with Board of Education operations. No employee shall cause or take part in any strike, work stoppage, slow-down, or other action which will interrupt or interfere with the operation of the Board of Education. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, and use every reasonable means to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. The Board agrees that it will not lockout employees.

ARTICLE IX - GRIEVANCE PROCEDURE

A grievance is an allegation by an employee, union, or employer, that the terms of the Agreement between the Union and the Board have been violated or misrepresented.

When an employee feels he has a grievance under the terms of this Agreement, he shall request a conference with his/her immediate supervisor for the purpose of presenting a complaint as well as the possible resolution of the complaint. If the employee is not satisfied with the resolution of the complaint, he/she may formalize the complaint into writing and pursue the following procedure.

Step 1 - A grievance must be filed in writing with the appropriate supervisor within fifteen (15) work days after said event, upon which it is based, or within fifteen (15) work days

said event could reasonably be assumed to have been known by either the employee or the Union. The appropriate supervisor must render a written decision within five (5) work days after receipt of the grievance or after the completion of his grievance conference if a conference is held.

Appropriate supervisors at Step 1 are:

Operations Personnel - Operations Supervisors (District)

Lunchroom Personnel - Lunchroom Supervisors (District)

Maintenance Personnel - Associate Maintenance Branch

Warehouse Personnel - Supervisor Warehousing & Delivery

Instructor Assistants - Principal

Step 2 - In the event a grievance has not been satisfactorily resolved at Step 1, the Union shall file, within five (5) work days of the receipt of the appropriate supervisor's written decision at Step 1, a copy of the grievance and the reply from Step 1 to the Director of the branch or the Area Director. The Director or the Area Director shall render a written decision within five (5) work days after receipt of the grievance or after the completion of the grievance conference if a conference is held.

Step 3 - If the grievance is not settled as provided in Step 2, it then may be presented by the employee, together with the Union representative, to the appropriate Assistant Superintendent. A meeting shall be held to discuss the grievance with the concurrence of the Union. The Assistant Superintendent shall render a written decision within five (5) work days after the meeting.

Step 4 - If the grievance is not settled at Step 3, a copy of the original written statement of particulars, with copies of all decisions rendered by subordinate supervisory staff, shall be presented to the Superintendent of Schools and/or the Board of Education. A written decision shall be rendered to the Union within five (5) work days after the Board takes action on the grievance.

ARTICLE X - DISCIPLINARY PROCEDURE

A. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, violation of the rules, neglect of duty, any failure of good behavior, or any illegal acts in office.

B. Possible disciplinary actions are as follows: oral or written reprimand; loss of all or part of vacation; reduction of pay to the next lower step within the pay range; suspension up to thirty (30) calendar days; demotion; or dismissal.

C. No employee shall be disciplined without a hearing by the Assistant Superintendent or his designated representative unless the employee specifically waives it in writing. At this hearing the employee shall have the right to be represented by the Union including the Union President. It is the responsibility of the official hearing the charges to advise the employee of his right to representation before the date of the hearing.

When an employee is to be disciplined, he shall be advised in writing of the reason. For classified employees, a "Notice of Disciplinary Action, Separation, or Lay-Off" is used to notify him concerning lay-off, loss of vacation, suspension, reduction, discharge, reprimand, or separation during the probationary period. The reason for the action and the effective time and date are given on the form. A copy of the notice of disciplinary action for all classified employees is sent to the Civil Service Commission.

For unclassified employees, notice of disciplinary action, separation, or layoff shall be delivered by hand or by certified mail. The reason for the action and the effective time and date shall be noted in the letter. Wherever possible an employee may be given an opportunity to improve the quality of his services.

D. A classified employee may appeal a dismissal, demotion, reduction in pay or a suspension in excess of three (3) days to the Civil Service Commission by filing a request in writing within ten (10) days after the effective date of the disciplinary action.

E. If an employee is absent without leave for three (3) consecutive work days, because he has not reported for work and fails to notify and get prior approval for his absence from his supervisor, he shall be deemed dismissed. If within ten (10) days after the last day of actual work prior to the unexplained absence the employee should furnish to the appropriate branch head a satisfactory explanation of absence, the entry of dismissal may be set aside.

For classified employees, this action must also be approved by the Civil Service Commission.

ARTICLE XI - FILLING OF VACANCIES AND TEMPORARY PROMOTIONS

A. Seniority: Total seniority is defined as an employee's total continuous service with the Cincinnati Board of Education. An employee shall not accumulate seniority during the probationary period. However, upon completion of the probationary period, the seniority date shall be retroactive to the employee's date of hire.

Services shall be considered broken when an employee resigns, retires or is separated from employment for any reason. If any separation is followed by reinstatement within one year, the employee shall receive credit for employment prior to the reinstatement. An employee is "separated from employment" if that employee is laid off for more than one (1) year unless, in the case of a classified employee, the Civil Service Commission mandates a lay-off list for employment purposes of more than a one-year period.

B. Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees. Where examinations are not required for promotions, other factors being equal, preference shall be given to eligible employees on the basis of seniority.

C. In promotional examinations, efficiency and seniority in service form a part of the grade. In all cases where vacancies

are to be filled by promotion, the Commission certifies the names of the three (3) candidates standing highest on the promotional eligibility list. One of these three may be granted the promotion unless refused when offered.

D. Announcements of examinations for positions to be filled by promotional examinations are to be made available to all qualified employees.

E. An employee failing his probationary period on promotion must be restored to his previous classification. His salary step is that which he would have been on had he remained in the lower classification. The probationary period is set by the Civil Service Commission for each classification.

F. An employee who is promoted as a result of an open competitive examination and who fails his probationary period will be returned to his former position or one of like status and pay.

G. An employee who has resigned in good standing may be reinstated if a vacancy exists in the same or similar classification within one year of the date of resignation.

H. (1) A transfer is defined as moving to another place of work and remaining within the same classification.

An employee wishing to transfer within his classification may request it in writing on the proper form which can be obtained at the Civil Service Personnel Branch. When a vacancy exists in the requested assignment, and ability, training and past performance are the same among employees with requests for transfer on file, seniority will govern the choice. Requests for transfer

remain on file for one year unless withdrawn or refused when offered. The employee may repeat the request for transfer. Preference shall be given to transfer requests before assignments from an open list.

(2) In addition, the Civil Service Personnel Branch will submit to the Presidents of Local 232 and Local 1938 a list by May 11 of each year the known vacancies as of the preceding May 4 in their respective bargaining units. In order to be considered for such known vacancies a request for transfer must be received by the Civil Service Personnel Branch by June 8 unless a request for transfer is already on file in accordance with subparagraph H (1). The list shall show the school where the vacancy exists and the number of hours which are tentatively anticipated for that assignment.

I. Temporary promotions to Leadman or Custodian II at a Plant Operator School not requiring an Ohio Heating License:

(1) During the heating season an employee assuming responsibilities in the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning with the second day of a casual absence, with pay retroactive to the first day. Beginning of the sixth day, the employee shall be granted a temporary promotion to Custodian II, and be responsible for the complete heating and cleaning at the school. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the responsibilities shall be granted a temporary promotion to Custodian II beginning on the first day of absence.

(2) During the non-heating season an employee assuming the responsibilities in the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the responsibilities shall be granted a temporary promotion to Leadman beginning on the first day of absence.

J. Temporary promotions to Leadman at a Plant Operator School requiring an Ohio Heating License:

(1) During the heating season an employee assuming the cleaning duty responsibilities during the absence of the Plant Operator, shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the supervision of the cleaning duties shall be granted a temporary promotion to Leadman beginning on the first day of absence.

(2) During the non-heating season an employee assuming supervisory responsibilities during the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assuming the additional responsibilities shall be

granted a temporary promotion to Leadman beginning on the first day of the absence.

K. Temporary promotions at a Dual Head School:

Whenever an employee is assigned to assume supervisory responsibilities of a Custodian II or Custodian III during the absence of the regularly assigned employee, such an employee shall be granted a temporary promotion to the appropriate classification beginning on the second day of a casual absence with pay retroactive to the first day, or beginning on the first day of an absence with a duration of more than five (5) days that is known in advance.

L. If an employee receives the temporary promotion pay rate for the work day before and the work day after the holiday, such an employee shall receive the pay rates for the holiday.

M. An employee who is absent while serving in a temporary promotional classification shall receive the pay rate of the temporary promotional classification for a period of two (2) days, unless another employee is assigned to the job before the two (2) day period terminates, at which time the pay rate of the absent employee shall revert to that of his former classification.

N. The Board and the Union shall meet and discuss the identification of the classifications where inservice training would be applicable and shall try to arrange for such inservice training.

O. When an employee (other than instructor assistants covered by Section P and employees covered by Sections I, J and K) is temporarily assigned for more than one (1) day by his supervisor

to a position in the bargaining unit with a higher rate of pay than his position, he shall receive the higher rate for all hours worked in the higher paid position to which he is temporarily assigned.

P. If a principal assigns an instructor assistant to monitor a class under that principal's supervision in the absence of a teacher for an entire school day, the instructor assistant shall receive seventy cents (.70¢) per hour [for six (6) hours] additional pay as compensation for the additional work assigned.

ARTICLE XII - LAY-OFF AND RECALL

A. When it becomes necessary in any department through lack of work or funds to reduce the number of employees in a given classification, emergency, provisional, temporary, seasonal and probationary permanent employees shall be laid off first in that order.

B. Permanent employees in a given classification shall be laid-off next, pursuant to Section 124.32 of the Ohio Revised Code and Civil Service Rule XIII.

C. If a reduction is necessary in the number of employees in a classification normally filled by promotion, the employee with the least seniority in the classification, or in other classifications at equivalent pay level, will be demoted first rather than laid off. Thereafter, the lay-off procedure of Section B shall apply.

D. The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority.

For a period not to exceed one year, according to their standing on such list, they shall have the prior right to recall to any vacancy in their classification.

E. In the event of a layoff, the appropriate union(s) shall be notified as soon as possible and shall be given a layoff list as soon as it becomes available identifying the seniority and the classification of the employees affected. The Board shall consult with Locals 232 and 1938 on the effect of the layoff on their bargaining units and on the rights of any employee laid off directly or by bumping procedure. Locals 232 and 1938 shall be given a seniority list of employees at such time as such a list is obtained from computer services.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

A. Eight (8) hours per day and forty (40) hours per week shall constitute a normal workweek. No more than one hour shall be scheduled as an (unpaid) lunch period. The lunch period shall be uninterrupted except for emergencies.

B. All time worked in excess of eight (8) hours in one day, and forty (40) hours in one week shall be paid for at time and one-half (1-1/2x) the regular rate. When Sunday work is required and the employee is not notified by midnight of the preceding Friday, the rate for the work performed on Sunday shall be double the regular rate.

C. All work performed on a holiday, for employees who are otherwise eligible for pay on a holiday, shall be paid for at time and one-half (1-1/2x) rate in addition to the holiday pay.

D. Overtime assignment will be divided as equally as is practicable among staff members in a building.

E. Work Assignments:

(1) Work assignments for servicing permit activities beyond and immediately following the regular working day may be for any amount of time required in multiples of thirty (30) minutes up to but not exceeding two and one-half (2-1/2) hours.

(2) All assignments for evening services on school days where there is an interval of time between the end of the regular working day and the beginning of the permit assignment shall be for a minimum of two and one-half (2-1/2) hours.

(3) Assignments for service on Saturday, Sunday, or legal holidays, shall be for a minimum of four (4) hours.

(4) Where servicing of buildings is needed, meal times will be staggered in order to provide the necessary service.

(5) Employees assigned to display the flag on a holiday shall receive four (4) hours pay at time and one-half (1-1/2).

ARTICLE XIV - REST PERIOD

All eight (8) hour employees shall have two ten (10) minute rest periods in each regular shift of each workday. The rest periods will be scheduled by the immediate supervisor, and, to the extent practicable, will be scheduled during the middle two hours of each half shift, and they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE XV - SHIFT DIFFERENTIAL

A. Whenever it becomes necessary in the continuous regular operation of a school building to establish regular work shifts, a shift differential will be paid. The shift differential is ten (10) cents an hour in addition to the day rate, not to exceed eight (8) hours worked in any shift ending after 6:00 P.M. but not later than 12:00 midnight, and fifteen (15) cents an hour in addition to the day rate, not to exceed eight (8) hours, worked in any shift ending after 12:00 midnight, but not later than 8:00 A.M.

B. The shift differential will be added to the day rate to figure pay for a holiday or sick leave day if the employee received the differential on the last workday before the holiday or the sick leave day.

C. The shift differential is not included in determining pay for overtime and vacation.

ARTICLE XVI - HOLIDAYS

A. The holidays with pay for eligible employees are determined each year by the school calendar which is approved by the Board of Education.

B. When any of these holidays fall on a Saturday, all schools will be closed on the preceding Friday, and when any of these holidays fall on a Sunday, schools and offices will be closed on the following Monday.

C. All lunchroom employees shall be paid for the Christmas and New Year's holidays, and all regular school year employees shall be paid for those holidays.

D. A half (1/2) day Good Friday is considered a holiday for employees who are scheduled to work and covered by this Agreement.

E. The Friday after Thanksgiving shall be considered a holiday for employees who are scheduled to work and covered by this Agreement.

F. All regular employees absent with pay on the working day before and the working day after a holiday qualify for pay for that holiday. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

G. If the employee is absent without pay on either the working day before or the working day after a holiday, he is not paid for the holiday.

H. Regular lunchroom employees who have been paid the last day of their assignment the prior school year and who are entitled to pay the day following Labor Day are eligible for holiday pay for Labor Day.

I. All regular employees who are scheduled to work on Christmas Eve shall receive one-half (1/2) day holiday when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday.

ARTICLE XVII - VACATIONS

A. After one year of service, regular employees who are eligible under Board of Education Policies earn vacation credit at the rate

of one day for each month of service, not to exceed an annual vacation of ten (10) days, except as hereafter provided.

B. Regular employees completing the following years of service by September 30 of a given year will receive additional days of vacation as follows:

10 through 14 years	5 days
15 or more years	10 days

C. Lunchroom employees shall receive longevity in lieu of vacation.

D. No vacation allowance is earned for absence due to lay-off or leave of absence.

E. If a holiday occurs during an employee's vacation, said employee receives an added vacation day.

F. Normally, vacations shall be taken during June, July, and the first two weeks of August. Vacations may be approved at another time.

G. Within the established vacation schedule, senior employees shall be given preference in selection of vacation periods.

H. Usage is limited to the number of vacation days accrued before the beginning of the current pay period.

I. A terminal vacation with pay is granted if the employee had unused vacation allowance and leaves employment for any reason.

J. Earned vacation pay may be granted at the time an employee begins an officially approved leave of absence.

ARTICLE XVIII - SICK LEAVE

A. All employees earn sick leave credit at the rate of 4.6 hours per 80 hours of completed service. Unused sick leave shall be cumulative without limit.

B. The previously accumulated sick leave of an employee who has been separated from the public service within the past ten (10) years may be placed to his credit upon his re-employment in the public service.

C. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. The employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.

D. Part-time, daily, or hourly employees accumulate sick leave according to the amount of actual service completed.

E. Any employee whose sick leave is exhausted shall receive an advance of 5 days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he subsequently accumulates. No more than one such advance shall be granted in any year from September 1 through August 31. No advance shall be granted to any substitute, emergency or student employee or to any employee not reasonably expected to subsequently accumulate sick leave at least equal to the advance. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final pay check.

F. Sick leave allowance is credited by pay periods in proportion to the time paid during the pay period. The statement of earnings

accompanying each regular pay check shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any period shall not exceed the amount accrued at the beginning of such period.

G. Sick leave is not forfeited because of absence without pay, nor is it earned during such absence. A regular or part-time employee who leaves the employment of the Board shall retain his accumulated sick leave for ten (10) years from the date of termination of his last employment.

H. Sick leave may be used for absence due to personal illness, physical injury, pregnancy, illness in the immediate family, or death in the family. Absence of more than one day for illness in the family must be supported by a medical statement accompanying the payroll report. If approved, such absence is charged to sick leave.

Ordinarily an employee is allowed three (3) days of absence chargeable to sick leave in the event of the death of a parent, child, spouse, sister or brother, aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law or spouse of his child.

I. Medical verification is required for any absence of more than two (2) consecutive days due to illness or accident.

J. Subject to the provisions of the Ohio Revised Code, Section 124.39 employees who are retiring shall be paid for one-half (1/2) of their unused sick leave credit at their daily rate of pay.

ARTICLE XIX - LEAVE OF ABSENCE

A. Any employee desiring a leave of absence must make an application explaining the reason for the request on the appropriate form.

B. An employee may be granted a leave of absence without loss of pay for military service not exceeding thirty-one (31) days as specified by law and without pay for military service exceeding thirty-one (31) days. If the military pay is less than the regular pay, the Board will pay the difference. However, allowances for travel, food, housing, or uniforms are not considered. An employee who leaves his position to serve in the armed services of the United States, as defined by law, is considered to be on a special leave of absence. However, he must return to work within one year after receiving his service discharge in order to avoid a loss in financial status.

C. Any regular Civil Service employee may be granted a maternity leave. A physician's statement, citing the expected delivery date and verifying the employee's ability to work up to the requested leave date, should accompany the request for maternity leave. The effective date of the maternity leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator. A physician's statement to the effect that the employee is physically capable of assuming her job duties should accompany a request to return to work.

D. Any regular Civil Service employee may be granted a leave of absence without pay for personal illness. A physician's statement

verifying the illness should accompany the request for leave. The effective date of leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator. A leave of absence due to personal illness shall be for a period of not more than a year unless extended by the Superintendent.

ARTICLE XX - OTHER LEAVES

- A. Personal Leave up to three (3) days may be granted between September 1 and August 31 each year. This leave is not chargeable to Sick Leave.
- B. In the event of absence in response to a subpoena in which the employee is not a party, there shall be a salary deduction equal to the witness fee or other expenses incurred by reason of subpoena. A signed statement setting forth the total fees or other compensation must be submitted to the Office of the Treasurer, or full salary for the period of absence will be deducted.
- C. An employee who is not eligible for Personal Leave shall not be paid for absence due to a court proceeding or administrative hearing in which the employee is the plaintiff or defendant, unless in the judgment of the Superintendent he should receive pay because the proceeding or hearing arises from a justifiable line of duty action on the part of the employee.
- D. Jury Duty: Any regular employee summoned as a juror shall be paid the difference between the employee's regular compensation

and compensation to which the employee may be entitled for serving as a juror other than the allowance for travel expense.

If an employee is summoned for jury duty and is excused by the court without compensation, the employee shall report to work immediately and shall suffer no loss of pay.

E. A regular employee may be excused to attend a conference, meeting or convention according to the procedures agreed to on January 3, 1966.

F. Union leave of two (2) days per each fifty (50) membership bi-ennially will be granted by the Board, without loss of pay. These days may be used by elected delegates or officers of the organization to attend necessary meetings.

G. The President, Vice-President, Secretary, and Treasurer, may be excused to attend either State or National organization meetings but should never be absent more than a total of ten (10) days in any one year.

H. The Board shall grant an approved leave of absence with pay and benefits to one employee to perform Union business for thirty (30) days with an option to extend such leave of absence for an additional thirty (30) days for that employee or for another employee. Further, the Board may grant at its discretion an additional thirty (30) days for such leave of absence. The Union shall reimburse the Board for all costs incurred by the Board for such employee during such leave of absence.

ARTICLE XXI - WAGES

A. Wages are officially set by action of the Board of Education. (See Appendix II).

B. Wage rates are subject to negotiations between the Union and Management for those classifications in which representation by the Union has been established.

C. A pay step-up becomes effective on the first day of the pay period nearest to the completion of the established period of service. To qualify for a pay step-up an employee must have worked satisfactorily and have been entitled to pay for at least 75% of the time.

D. Employees reinstated within one year of resignation in good standing are restored to the same relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.

E. The initial salary of a new employee shall be the minimum salary for the position except in unusual circumstances. However, the salary shall be no higher than the lowest salary paid to a regular employee in the same classification and with the same experience who has received all service increments.

F. When an employee is demoted for any reason, other than inefficiency or unsatisfactory performance, his pay should be at the same rate he held in the higher classification if the lower classification contains such a rate; otherwise, he shall receive the rate in the new classification next lower than his rate before demotion.

G. Employees returning from military service are placed at the salary step they would have attained had they not left for military service.

H. When an employee is promoted, his pay shall be fixed at the step that will provide an increase of not less than one-half step, nor more than one and one-half steps. In no case shall the salary be less than the minimum of the classification to which the employee is promoted.

I. The Board and AFSCME agree to incorporate by reference into its collective bargaining agreement the Resolution of Intent to Grant Salary Improvement to Employees adopted by the Board on December 26, 1978 as if said resolution were fully rewritten therein. Said resolution, to the extent that it affects employees in the bargaining unit represented by AFSCME, may be amended only with the written consent of AFSCME.

ARTICLE XXII - HEALTH AND WELFARE INSURANCE

A. The Board of Education will furnish for any eligible employee Blue Cross and Blue Shield Coverage as follows:

- (1) Full cost for any employee who works at least six (6) hours per day for a minimum service period of 190 days.
- (2) One-half for any employee who works in a position requiring less than six (6) hours per day for a minimum service period of 190 days.

The coverage includes diagnostic service and emergency care - Dependent Children to age 25, UCR, Major Medical.

B. The Board shall furnish the option of joining the Health Maintenance Plan, with the employees paying the difference above the cost of the Blue Cross/Blue Shield.

C. The Board shall provide each full-time regular employee, working six (6) hours or more daily, with \$10,000 term life insurance.

D. A physical examination may be required when the employee is appointed to his initial position.

ARTICLE XXIII - HEALTH AND SAFETY

A. Board of Education vehicles are insured. Drivers should always carry a supply of accident report forms in the glove compartment. In case of accident, observe the following as quickly as possible.

- (1) Call the police.

- (2) Call your supervisor.

- (3) Avoid discussing the accident until the police arrive.

- (4) If possible, take the car to the Board garage.

- (5) Give the completed accident report to your supervisor.

B. Employees are protected by the Ohio Workers' Compensation Law. If valid claims are made because of an occupational disease or an injury suffered in connection with work, it may provide for medical expenses and partial salary compensation for valid claims.

Claims must be filed with the Ohio State Industrial Commission but are barred forever unless they are filed within two (2)

years after the accident or death of the injured worker. This makes it important for family members to know the provisions of the law. Even if there is doubt about eligibility, or if no medical expense is involved, it is wise to file a claim for the record as soon as possible. If the claim is allowed, the employee may file another claim if medically traceable complications resulting from the original accident occur within ten (10) years.

Salary compensation is not granted if an employee is receiving sick leave pay from the Board during the period of absence. Claim forms can be obtained from the Department of Support Services and the Union.

ARTICLE XXIV - LONGEVITY

A. All regular employees, except lunchroom, shall receive a longevity increment for twenty (20) or more years of service of \$0.10 per hour, granted once a year to employees who complete twenty (20) years of service by September 30.

B. Lunchroom employees shall receive longevity in lieu of vacation as follows:

After 5 years of service	\$0.08 per hour
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After 10 years of service	\$0.16 per hour
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ARTICLE XXV - RETIREMENT

A. Effective July 1, 1977 all employees must become a member of the Ohio School Employees Retirement System at the time of employment.

B. A percentage of each employee's total pay will be deducted from each pay check and sent to the Ohio School Employees Retirement System.

C. Members are eligible to retire when they have attained the following:

- (1) Age sixty (60) and have at least five (5) years of service credit.
- (2) Age fifty-five (55) if they have at least twenty-five (25) years of service credit.
- (3) Thirty (30) years of service credit allows employees to retire at any age.

D. Employees who attain age seventy (70) shall retire at the end of the retirement year during which they attain this age. Retirement year is July 1 through June 30.

E. Employees who meet retirement requirements may retire at the beginning of any month.

ARTICLE XXVI - GENERAL

A. Instructor Assistants shall be notified in writing by the Civil Service Personnel Branch if they are not to be re-employed for the ensuing school year. This notice will be given prior to the closing of school in June.

Any employee receiving notice of their employment terminating under this section shall be given in writing the reason. Such reason shall be subject to the grievance procedure.

B. Instructor Assistants shall return to their assignments the ensuing school year unless notified in writing by the Civil Service Personnel Branch. Whenever possible, the employee shall receive this notice at least 10 days prior to the opening of school in September.

C. Instructor Assistants shall be notified of their work days, in accordance with the official school calendar, by September 15th of each school year.

D. Employees are responsible for reporting any change of name, address, and telephone number to the Civil Service Branch.

E. Employees are responsible for payment of any just debts.

F. Any employee may become a member of the Cincinnati Public School Employees Credit Union.

G. Job Descriptions: The Board shall keep on file, in the Civil Service Personnel Office, a job description for each classification, consisting of the necessary qualifications and duties of each classification. This pertains to both classified and unclassified personnel. These job descriptions may be reviewed by the Union at any time. Job descriptions for classified employees are approved by the Civil Service Commission and job descriptions for unclassified employees are approved by the Civil Service Personnel Office.

H. Contracting: If the Board believes that it is necessary to contract out any service presently performed by employees who are represented by the Union, the Board shall immediately notify the Union for the purpose of having meaningful discussions concerning

such matters with the Union. During any such discussions, the parties shall explore the reasons for contracting, alternatives to contracting and the effect which contracting may have on employees represented by the Union. If any employees may be displaced as a result of contracting, the Board shall endeavor to reclassify the employees affected in positions for which they qualify or seek employment for the employees affected with the contractor before any layoff is effected.

ARTICLE XXVII - AMENDMENT

This Agreement may be amended by mutual written agreement of the Board and the Union. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

ARTICLE XXVIII - EFFECTIVE DATE AND TERMINATION

A. This Agreement shall remain in effect until June 30 1980.
If the wage increase provided for in paragraph I of Article XXI

is paid on or before June 30, 1980, the agreement shall re-open on July 1, 1980 for negotiations, which shall begin promptly. If the wage increase provided for in paragraph I of Article XXI is not paid in full on or before June 30, 1980, the Agreement shall be extended beyond June 30, 1980 provided that either party may terminate the Agreement by giving thirty (30) days written notice to the other party.

B. If the Board agrees with any other employee group to implement a wage increase in excess of the wage increase provided for in Article XXI, paragraph I and the Board does not provide that employees represented by AFSCME shall also receive such additional wage increase, the Union may re-open this contract by giving 10 days written notice for the purpose of negotiating an additional wage increase.

FOR THE UNION
LOCALS 232 and 1938, OHIO
COUNCIL 8, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

FOR THE BOARD OF EDUCATION

Robert Kessler 2/5/79
Ohio Council 8, Staff Representative

John F. Giger 4/5/79
Director of Employee Relations/
Civil Service Personnel

Walter Caccin
Local 232, President

Carrie Fairbanks
Local 1938, President

APPENDIX I

BARGAINING UNIT POSITIONS FOR A.F.S.C.M.E.
LOCALS 232 and 1938

Automotive Repair Helper
Cook I
Cook II
Cook Manager
Custodian I
Custodian II
Custodian III
Food Service Helper
Head Storekeeper
Instructor Assistant I
Instructor Assistant II
Janitor
Janitress
Lunchroom Porter
Maintenance Crew Foreman
Maintenance Man I
Maintenance Man II
Maintenance Man III
Maintenance Man IV
Pastry Cook I
Pastry Cook II
Salad Maker
Stockhandler
Storekeeper
Supervisor of Warehouse Delivery
Truck Driver

APPENDIX II

WAGES

FOOD SERVICE EMPLOYEES /1

Effective June 6, 1977

POSITION	SERVICE PERIOD	SERVICE INCREMENT	BASIS	SALARY STEPS			
Cook I /2	Sch. Yr.	\$4.00	Bi-wk.	\$307.20	\$311.20	\$315.20	\$319.20
Cook II	Sch. Yr.	4.00	Bi-wk.	296.00	300.00	304.00	308.00
Cook-Manager /3	Sch. Yr.	4.00	Bi-wk.	304.00	308.00	312.00	316.00
Food Service Helper /4	Sch. Yr.	1.60	Bi-wk.	271.20	272.80	274.40	276.00
Lunchroom Porter	Sch. Yr.	2.40	Bi-wk.	288.80	291.20	293.60	296.00
Try Cook I	Sch. Yr.	4.00	Bi-wk.	303.20	307.20	311.20	315.20
Try Cook II	Sch. Yr.	3.20	Bi-wk.	296.00	299.20	302.40	305.60
Food Maker /4	Sch. Yr.	4.00	Bi-wk.	284.00	288.00	292.00	296.00

Lunchroom employees shall be eligible for longevity increments for regularly appointed hours (excluding overtime and temporary increased hours) as follows:

After 5 years service \$0.08 per hour

After 10 years service \$0.16 per hour

A Cook I will receive an additional \$24.00 bi-weekly when assigned the additional duties of Central Kitchen cook-production supervisor.

Cook-Managers "in-charge" of Central Kitchen II Units will receive an additional \$4.00 bi-weekly.

Cook-Managers--serving 300-499 lunches per day will receive an additional \$4.00 bi-weekly;

--serving 500-699 lunches per day will receive an additional \$8.00 bi-weekly;

--serving 700 or more lunches per day will receive an additional \$12.00 bi-weekly.

Food Service Helpers "in-charge" of Central Kitchen I Units will receive an additional \$12.00 bi-weekly, plus:

--serving 300-499 lunches per day will receive an additional \$4.00 bi-weekly;

--serving 500-699 lunches per day will receive an additional \$8.00 bi-weekly;

--serving 700 or more lunches per day will receive an additional \$12.00 bi-weekly.

1 bi-weekly salaries are based upon 80 hours of work.

C. Cleaning Employees *
Effective May 30, 1977

Position	Service Period	Service Increment	Salary				
			Basis	Steps			
Custodian I	52 wks.	\$10.60	Bi-wk.	\$359.55	370.15		
Custodian II <u>/1</u>	52 wks.	15.90	Bi-wk.	380.75	396.65		
Custodian III <u>/1</u>	52 wks.	10.60	Bi-wk.	407.25	417.85		
Janitor <u>/2</u>	52 wks.	5.85	Bi-wk.	327.35	333.20	339.05	344.90
Janitor	40 wks.	5.85	Bi-wk.	327.35	333.20	339.05	344.90
Janitress	52 wks.	5.85	Bi-wk.	294.90	300.75	306.60	312.45
Janitress	40 wks.	5.85	Bi-wk.	294.90	300.75	306.60	312.45

* Employees in the above classifications shall be eligible for a \$.10 per hour longevity increment for 20 or more years of service. This increment shall be granted once a year to employees who complete 20 years of service by September 30.

1/ A leadman may be appointed, and may be designated as "in-charge" on either the second or third shift to assist in the supervision of janitorial employees within a designated Plant Operations District. Leadmen will receive \$25.00 bi-weekly additional compensation.

2/ A leadman will be appointed, and may be designated as "in-charge" to function in the role of supervisor of janitorial service in addition to his regular work, whenever: (1) four or more full-time employees of the same classification are on-duty at the same location without a supervisor being assigned; and (2) two or more full-time employees of the same classification are on-duty at the same location during a supervisor's vacation period. Leadmen will receive \$15.00 bi-weekly additional compensation.

Note: Any janitor assigned as a power plant trainee shall receive \$10.00 bi-weekly additional compensation.

Substitute janitors will receive \$3.40 per hour.

Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of 10 cents per hours in addition to the day rate for not to exceed 8 hours worked in any shift ending after 6 P.M. but not later than 12 midnight; and 15 cents per hour for not to exceed 8 hours worked in any shift ending after 12 midnight but not later than 8 A.M.

I. Other Civil Service Employees*

Position	Service Period	Service Increment	Basis	Salary			
				Steps			
<u>Effective May 30, 1977</u>							
Automotive Repair Helper	52 wks.	\$10.60	Bi-wk.	348.95	359.55	370.15	
Head Store Keeper	52 wks.	10.60	Bi-wk.	415.30	425.90	436.50	447.10
Maintenance Crew Foreman	52 wks.	...	Bi-wk.	702.05			
Maintenance Man I	52 wks.	10.60	Bi-wk.	373.95	384.55	395.15	
Maintenance Man II	52 wks.	10.60	Bi-wk.	400.45	411.05	421.65	
Maintenance Man III	52 wks.	10.60	Bi-wk.	420.60	431.20	441.80	452.40
Maintenance Man IV	52 wks.	10.60	Bi-wk.	493.50	504.10	514.70	
Stock Handler	52 wks.	10.60	Bi-wk.	346.85	357.45	368.05	
Storekeeper	52 wks.	10.60	Bi-wk.	387.75	398.35	408.95	419.55
Supervisor of Warehousing & Delivery	52 wks.	11.95	Bi-wk.	492.25	504.20	516.15	
Truck Driver	52 wks.	10.60	Bi-wk.	387.75	398.35	408.95	
Truck Driver Helper	52 wks.	10.60	Bi-wk.	322.45	333.05	343.65	

* Employees in the above classifications shall be eligible for a \$.10 per hour longevity increment for 20 or more years of service. This increment shall be granted once a year to employees who complete 20 years of service by September 30.

J. Unclassified Civil Service Positions /1Effective June 6, 1977

Position	Basis	Salary			
		Steps			
Instructor Assistant I	Bi-wk.	\$249.60	277.60	304.00	
Instructor Assistant II	Bi-wk. /2	310.40	343.20	376.00	408.00

1/ Employees in the above classifications will not be granted any vacation with pay except in those positions which are scheduled for a 52-week work year.

2/ An Instructor Assistant II designated as a lead security aide "in-charge" shall receive \$40.00 bi-weekly additional compensation.

Note: All bi-weekly salaries are based upon 80 hours of work.

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Name _____

Employee No. _____ Dept. _____

Effective _____ I hereby authorize _____
(Beginning of Pay Period)

to deduct from my earnings, my union dues in the amount of \$ _____ each

_____ and pay them to OHIO COUNCIL 8, AFSCME, AFL-CIO.

Upon notification by the Union in writing that the monthly dues have been changed, the Finance Department is authorized to change my deduction accordingly. This authorization shall be in effect until modified by the Agreement, or the termination of my employment.

Date: _____
(Employee's Signature)

Address _____ 78

LOCAL UNION RECORD of Membership by Payroll Deduction

NAME _____
(PLEASE PRINT)

Address _____ Telephone No. _____
(ZONE)

AGENCY _____

DEPARTMENT _____ LOCATION _____

LOCAL UNION _____ STEWARD _____ 78